cumstances, was a "defect in the plant" of the employer within CONSOL. LAWS ch. 31 (Laws 1909 ch. 36) §§ 200-204 as amended by Laws of 1910 ch. 352, defining the liability of an employer for injuries to an employee. *Lipstein* v. *Provident Loan Society of New York,* 139 N. Y. Supp. 799.

The employer's liability acts in New York and in several other states follow closely the language of the English act of 1880. In defining "defect" under this act the courts have said, "The EMPLOYER'S LIABILITY ACT 1880, which gives a workingman the right of action against his employer for personal injury by reason of any defect in the condition of the plant used in the business of the employer, applies to a case where the plant is unfit for the purpose for which it is used though no part of it is shown to be unsound", *Cripps* v. *Judge,* 53 L. J. Q. B. 517, 13 Q. B. D. 583, 51 L. T. 182, and "A defect in the condition of the machinery or plant of the employer within the EMPLOYERS LIABILITY ACT 1880 includes unsuitability of the machinery for the purpose for which it is used and is not confined to cases where the machinery has become defective." *Heske* v. *Samuelson,* 53 L. J. Q. B. 45, 12 Q. B. D. 30; 49 L. T. 474. In this country the courts have said "It follows therefore that whenever there is such unsuitableness for the work intended to be done or actually done, the liability contemplated by the statutes arises, although the appliance is perfect of its kind and in good repair and suitable for other kinds of work. *Geloneck* v. *Dean Steam Pump Co.,* 165 Mass. 202, 43 N. E. 85. The court in the principal case in holding the plant was defective because the ladder was unsuitable for the work being done, although a perfect ladder of its kind, followed the unbroken line of authority as to what constitutes a defective plant.

MUNICIPAL CORPORATIONS—STREET RAILWAY'S OBLIGATION TO REPAVE.—The franchise obligation of the street railway company was to keep the pavement "in good order and repair", for a certain distance beyond its tracks. The city repaved the rest of the street with a material different from that previously used and which then stood in good condition upon the part of the streets the railway was bound to care for. *Held,* that the railway company was obliged to lay the new pavement. *City of Danville* v. *Danville Ry. and Electric Co.,* (Va. 1913) 76 S. E. 913.

In the absence of a provision to such effect in the franchise, a street railway is not bound to pave or repave between or beyond its tracks. *Western Pav. and Supply Co.* v. *Citizens St. Ry. Co.,* 128 Ind. 525, 10 L. R. A. 770; *City of Williamsport* v. *Williamsport Pass. Ry. Co.,* 203 Pa. 1, 52 Atl. 51. The franchise obligation to keep "in good repair and condition" requires the company to pave on a street hitherto unpaved, when the city undertakes to pave the rest of the street. *Columbus St. Ry. and Elec. Light Co.* v. *City of Columbus,* 43 Ind. App. 265, 86 N. E. 83. That the obligation "to keep in good order and repair" requires the laying of a *different* pavement when the city lays such pavement on the rest of the street was held in *Mayor* v. *Harlem Bridge M. and F. Ry. Co.,* 186 N. Y. 304, 78 N. E. 1072; *Philadelphia* v. *Ridge Ave.,* 143 Pa. 444, 22 Atl. 695; *Philadelphia* v. *Thirteenth, etc., Ry. Co.,* 169 Pa. 269, 33 Atl. 126. But when the requirement was "to keep in

good repair", the case of *Kansas City* v. *Corrigan*, 86 Mo. 67, held the contrary view and *Chicago* v. *Sheldon*, 9 Wall. 50, held that the duty "to keep in good repair and condition" extended to repairs only and not to the construction of a new pavement.

NEGLIGENCE—MANUFACTURER'S LIABILITY TO PUBLIC.—Plaintiff bought a carriage from a retail dealer. It was defectively made, and broke down, injuring him. He sues the manufacturer. *Held*, that the manufacturer was not liable. *Burkett* v. *Studebaker Bros. Mfg. Co.*, (Tenn. 1912) 150 S. W. 421.

The general rule is that a contractor, manufacturer, or vendor is not liable to third parties who have no contractual relations with him, for negligence in the construction, manufacture or sale of the articles he handles. *Winterbottom* v. *Wright*, 10 M. & W. 109; *Berger* v. *Standard Oil Co.*, 126 Ky. 155, 103 S. W. 245, 31 Ky. L. Rep. 613, 11 L. R. A. N. S. 238; *Heindirk* v. *Louisville Elevator Co.* 122 Ky. 675, 92 S. W. 608, 29 Ky. Law Rep. 193, 5 L. R. A. N. S. 1103; *Huset* v. *Threshing Machine Co.*, 120 Fed. 865, 57 C. C. A. 237, 61 L. R. A. 303; *Bank* v. *Ward*, 100 U. S. 195, 25 L. Ed. 621; *Curtin* v. *Somerset*, 140 Pa. 70, 21 Atl. 244, 12 L. R. A. 322, 23 Am. St. Rep. 220; *Heizer* v. *Kingeland & Douglas Mfg. Co.*, 110 Mo. 605, 19 S. W. 630, 15 L. R. A. 821, 33 Am. St. Rep. 482. One who sells or delivers an article which he *knows* to be imminently dangerous to the life and limb of another, without notice of its qualities, is liable to any person who suffers an injury therefrom which might have been reasonably anticipated, whether there were any contractual relations between the parties or not. *Langridge* v. *Levy*, 4 M. & W. 337; *Wellington* v. *Oil Co.*, 104 Mass. 64; *Lewis* v. *Terry*, 111 Cal. 39, 43 Pac. 398; *Huset* v. *Threshing Machine Co., supra; Woodward v. Miller & Karwisch*, 119 Ga. 618, 48 S. E. 847, 64 L. R. A. 932; 100 Am. St. Rep. 188; *Thornton* v. *Dow*, (Wash.) 111 Pac. 899; *Kuelling* v. *Mfg. Co.*, 183 N. Y. 78, 75 N. E. 1098, 2 L. R. A. N. S. 303, 111 Am. St. Rep. 691, 5 Ann. Cas. 124; *Hasbrouck* v. *Armour & Co.*, 139 Wis. 357, 121 N. W. 157, 23 L. R. A. N. S. 876; *Statler* v. *Mfg. Co.*, 195 N. Y. 478, 88 N. E. 1063; *Olds Motor Works* v. *Shaffer*, 145 Ky. 616, 140 S. W. 1047, 37 L. R. A. N. S. 560. Negligence of manufacturer or vendor imminently dangerous to life or limb, and which is committed in the preparation or sale of an article intended to preserve, destroy, or affect human life, is actionable by third parties who suffer from the negligence. *Thomas* v. *Winchester*, 6 N. Y. 387, 57 Am. Dec. 455; *Norton* v. *Sewall*, 106 Mass. 143, 8 Am. Rep. 298; *Peters* v. *Jackson*, 50 W. Va. 644, 41 S. E. 190, 57 L. R. A. 428.

RAILROADS—AUTHORITY OF FREIGHT BRAKEMEN TO EJECT TRESPASSERS.—Plaintiff, while stealing a ride upon a freight train of the defendant railroad was forcibly ejected from the car by a brakeman in the employ of the defendant and sustained injuries. In support of his contention that the brakeman was acting in the scope of authority, the plaintiff relied upon the proposition that a brakeman of a freight is, by virtue of his position as such, vested with authority to remove trespassers. There was no evidence that